

**AMERICAN
GENERAL
FINANCE**

NOTE AND SECURITY AGREEMENT

ACCOUNT NUMBER 7511142	TYPE E	DATE FINANCE CHARGE BEGINS TO ACCRUE IF DIFFERENT FROM DATE OF NOTE						
BORROWER(S) NAME AND ADDRESS JOE T SMITH 25350 HWY 80 EAST UNION SPRINGS, AL 36089		PAYEE (LENDER) AMERICAN GENERAL FINANCE, INC. 2723 EASTERN BYP MONTGOMERY, AL 36117-1594						
Date of Note	First Payment Due Date	Other Payments Due on Same Date of Each Month.	Final Payment Due Date	Amount of First Payment	Amount of Balloon Payment	Amount of Monthly Payment	Total Number of Payments	Term of Loan in Months
08/14/01	09/15/01		08/15/03	\$ 91.01	\$ NONE	\$ 90.00	24	24

ITEMIZATION OF AMOUNT FINANCED

1.\$NONE	Premium to Life Insurance Co. (Joint Coverage)	7. Appraiser for Appraisal Fee	\$NONE	PAID TO
2.\$ 29.65	Premium to Life Insurance Co. (Single Coverage)	8. Title Exam Fee/Title Insurance	\$NONE	PAID TO
3.\$ 97.20	Premium to Disability Insurance Co.	9. Taxes Paid to Gov't. Agency	\$NONE	
4.\$NONE	Premium to Property Insurance Co.\$NONE	10. Abstract Fee	\$NONE	PAID TO
5.\$NONE	Paid to Public Officials for Certificate of Title Fees	11. Attorney Fee	\$NONE	PAID TO
6.\$NONE	Paid to Public Officials for Recording and Releasing Fees	12. Paid on Prior Account with Lender	\$ 995.39	
		13. Amount Paid to you or on your behalf itemized below	\$ 543.58	\$ 543.58 TO
14.\$ 1665.82	Amount Financed (Sum of lines 1 thru 13)	20.74% Agreed Rate of Charge	P A I D BY RENEWAL	
15.\$ 495.19	FINANCE CHARGE →	A.\$ 90.00	Prepaid Finance Charge	\$
16.	26.29 % ANNUAL PERCENTAGE RATE	B.\$NONE	Interest Surcharge	\$
17.\$ 2161.01	Total of Payments	C.\$NONE	Prepaid Finance Charge (Points)	\$
		D.\$NONE	Prepaid Finance Charge (Mortgage Recording Tax)	\$
		E.\$ 405.19	Prepaid FINANCE CHARGE Broker Fee (Paid to American General Finance Montgomery, AL)	\$
		18.\$ 1755.82	Principal Amount of Loan (14 + 15A + 15B + 15C + 15D)	\$ 543.58 YOU

PARTIES: "You" means each and all of those who signed this Note and Security Agreement ("Agreement") as a Borrower. If there is more than one Borrower, each is liable for the entire obligation ("joint and several liability"). The word "we", "us" and "our" mean Lender.

PROMISE TO PAY: You agree and promise to pay the original Principal Amount of Loan (Amount Financed plus any Interest Surcharge, Prepaid Finance Charges which includes Interest Surcharge, Points, Brokers Fee and Mortgage Recording Tax) together with interest on the unpaid balances at the Agreed Rate of Charge set forth. The total of the original Principal Amount of Loan and such scheduled interest is to be repaid in monthly installments. The Finance Charge will be less if you make payments ahead of schedule, and greater if you make payments later than scheduled. You may prepay this loan in full or in part at any time without penalty. Partial prepayment will not defer or delay your obligation to pay remaining installments.

TIME OF REPAYMENT: The first payment shall be due on the First Payment Due Date indicated and the following payments shall be due on the same day of each succeeding month to and including the Final Payment Due Date.

INTEREST SURCHARGE: An interest surcharge of 6% of the first \$2,000 of the Amount Financed may be charged to you by us. If your loan is prepaid in full by any means within 90 days of the date of your loan, you will receive a pro rata refund or credit of the interest surcharge except that in such event, we can retain an amount of no less than \$25. After 90 days, the interest surcharge is fully earned by us. No refund of the interest surcharge will be made except as stated in this provision.

LATE CHARGE: If any payment is more than 10 days late, you will pay 5% of the unpaid amount of the payment, but not less than \$10.00 and not more than \$100.00.

REQUIRED INSURANCE: You agree to maintain insurance against all hazards and risks of physical damage on the collateral securing this loan (other than household goods) and name us as loss payee. You agree to maintain such insurance for the term of the loan. You may obtain the required insurance from any agent or insurer of your choice, or you may use any existing policy you own. Unless you provide us with evidence of the required insurance coverage, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

CREDIT INSURANCE: If you voluntarily request credit life or disability insurance, you acknowledge disclosure of the cost of such insurance and authorize us to include it in the balance payable under the note and security agreement.

You understand that credit insurance is not required in connection with this loan and was not a factor in the approval of the extension of credit, and that you may obtain such insurance, if you want it, from any person you choose. If you have chosen to obtain credit insurance through Lender, then (a) your choice to obtain such credit insurance through Lender is indicated on a separately signed Federal Disclosure Statement, a copy of which has been given to you and (b) the cost of such credit insurance is included within the Amount Financed and is shown on the Itemization of Amount Financed.

NOTE: This Agreement contains multiple pages that include important information about your loan.

BY SIGNING BELOW, YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS IN THIS DOCUMENT, INCLUDING THE ARBITRATION PROVISIONS THAT PROVIDE, AMONG OTHER THINGS, THAT EITHER YOU OR LENDER MAY REQUIRE THAT CERTAIN DISPUTES BETWEEN YOU AND LENDER BE SUBMITTED TO BINDING ARBITRATION. IF YOU OR LENDER ELECTS TO USE ARBITRATION, BOTH YOU AND LENDER WILL HAVE WAIVED YOUR AND LENDER'S RIGHT TO A TRIAL BY A JURY OR JUDGE, THE DISPUTE WILL BE DECIDED BY AN ARBITRATOR AND THE DECISION OF THE ARBITRATOR WILL BE FINAL. ARBITRATION WILL BE CONDUCTED PURSUANT TO THE RULES OF THE NATIONAL ARBITRATION FORUM.

COPY RECEIVED: You acknowledge receipt of a completely filled in copy of this Agreement and the Federal Disclosure Statement on a separate sheet.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Witness

Joe T. Smith

Page 1 of 3

Signature of Principal Borrower



Signature of Other Borrower

MGBY.4976.0061

FEDERAL DISCLOSURE STATEMENT

**AMERICAN
GENERAL
FINANCE**

ACCOUNT NUMBER
7511142

BORROWER(S) NAME AND ADDRESS			LICENSED OFFICE: (LENDER) AMERICAN GENERAL FINANCE, INC. 2723 EASTERN BYP MONTGOMERY, AL 36117-1594					
Date of Loan 08/14/01	First Payment Due Date 09/15/01	Other Payments Due on Same Date of Each Month	Final Payment Due Date 08/15/03	Amount of First Payment \$ 91.01	Amount of Balloon Payment \$ NONE	Amount of Monthly Payment \$ 90.00	Total Number of Payments 24	Term of Loan in Months 24
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate 26.29 %		FINANCE CHARGE The dollar amount the credit will cost you \$ 495.19		AMOUNT FINANCED The amount of credit provided to you or on your behalf \$ 1665.82		TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled \$ 2161.01		

LATE CHARGE: If any payment is more than 10 days late, you will pay 5% of the unpaid amount of the payment, but not less than \$10.00 and not more than \$100.00.

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

SECURITY: You are giving a security interest in:

The goods or property being purchased. Motor Vehicle
 Other 1 38" SONY TV, 1 25" RCA TV, 1 SONY VCR.

**P A I D
BY RENEWAL**

NOV 23 2001

American General Finance
MONTGOMERY, AL

You are giving a security interest in your Real Estate located at
 The previous Mortgage/Deed of Trust is being retained as security on your loan.

ASSUMPTION: Someone buying your house may not assume the remainder of the Mortgage on the original terms.

INSURANCE: Credit life and/or credit disability insurance are not required to obtain a loan and will not be provided unless you sign and agree to pay the additional cost. You understand that we and/or our insurance affiliates anticipate a benefit and/or a profit from the sale of insurance, and you consent thereto if you select such insurance. If a rescission period applies, there is no credit life insurance coverage during the three day rescission period.

Type	Premium	Signature(s)
Single Decreasing Credit Life and Single Credit Disability	\$ 126.85	I want single decreasing credit life and single credit disability insurance. Signature(s): <i>Joe Smith</i> First Named Borrower
		Second Named Borrower

You hereby certify that you are employed at least 30 hours per week.

Joe Smith Insured-Single Disability

CREDIT LIFE AND/OR DISABILITY INSURANCE CANCELLATION OPTION

CREDIT LIFE AND/OR DISABILITY CANCELLATION: If you desire to do so, you may, without penalty or obligation, within 30 days from the Date of Loan set forth above, cancel the credit life and/or disability insurance coverage by returning the credit life and disability insurance certificate received in connection with this loan to the office where the loan was made. Upon cancellation, a full rebate of the insurance premiums paid for this coverage will be made. You may also cancel such policy after 30 days, however, you will only be entitled to a refund of the unearned premium.

PERSONAL PROPERTY INSURANCE DISCLOSURE

You are required to maintain property insurance on personal property securing this loan other than household goods. You may obtain such insurance from anyone you want, or provide it through an existing policy with loss payable to us.

You are not required to purchase property insurance on your household goods to secure this loan. If you choose to have such insurance, you may obtain the insurance from anyone you want. You should consider any homeowner's or other insurance which you may already have when deciding to purchase insurance with this loan. If you purchase property insurance through us which covers the collateral which secures your loan other than a motor vehicle, you will have 30 days from the date of purchase to cancel the insurance and receive a full refund of the premium. A portion of the premium will be retained by the insurer if cancellation occurs more than 30 days from the date of the loan. To cancel you must return your policy/certificate or make a written request to this office.

If you obtain property insurance from or through us which covers the collateral which secures your loan other than a motor vehicle, it will be for a term of 0 months and you will pay \$NONE. You also understand that we and/or our insurance affiliates anticipate a benefit and/or a profit from your purchase of insurance.

You want property insurance

Joe Smith Signature

Joe Smith Signature

See the contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties if any.

You have received a copy of this Federal Disclosure Statement.

Joe Smith First Named Borrower

8/4/01 Date

Second Named Borrower (if Applicable)

Date
MGBY.4976.0063

INSURANCE DISCLOSURE SUMMARY



Borrower Name: JOE T SMITH		
Borrower Address (Street, City, State, Zip): 25350 HWY 80 EAST UNION SPRINGS, AL 36089		
Branch Number: 1715	Loan Number: 7511142	Date: 08/14/01

I WANT TO PURCHASE THE INSURANCE NOTED BELOW AND HAVE THE INSURANCE PREMIUM FINANCED AS PART OF MY LOAN. I FULLY UNDERSTAND THAT I DO NOT HAVE TO PURCHASE ANY OF THE FOLLOWING INSURANCE TO GET MY LOAN.

INSURANCE PRODUCT	INSURED(S)	PREMIUM
Credit Life	JOE T SMITH	\$ 29.65.
Credit Disability	JOE T SMITH	\$ 97.20
Credit Personal Property		\$ NONE
		\$
		\$
		\$
		\$
		\$
		\$
		\$

I understand that if I later decide that I do not want any or all of the insurance, I can cancel coverage by returning the certificate/policy to the office where the loan was made and request a refund of any unearned premium.

Please read your policy/certificate for applicable benefits, restrictions and limitations.

INSURANCE SALESPERSON:

(Signature)
47015
(License Number)

BORROWER:

(Signature)

CO-BORROWER:

(Signature)

Insurance Salesperson must sign in the presence of the Borrower and must personally explain the insurance coverage to the Borrower.

Policy Services - Insurance Operations
American General Finance, Inc.
601 NW 2nd Street, P.O. Box 159
Evansville, IN 47701-0159

Telephone: 1-800-325-2147 Telefax: (800) 350-9306

MGBY.4976.0072

NOTE AND SECURITY AGREEMENT				AMERICAN GENERAL FINANCE American General Finance, Inc.					
ACCOUNT NUMBER 7511142	TYPE E	DATE FINANCE CHARGE BEGINS TO ACCRUE IF DIFFERENT FROM DATE OF NOTE			Twin Oaks Village 2723 Eastern Bypass Montgomery, AL 36117-1804 (Phone: 334 - 244-0011) (Fax: 334 - 244-2957)				
BORROWER(S) NAME AND ADDRESS JOE T SMITH PO BOX 402 UNION SPRINGS, AL 36089			PAYEE (LENDER) AMERICAN GENERAL FINANCE, INC. 2723 EASTERN BYP MONTGOMERY, AL 36117-1594						
Date of Note 11/23/01	First Payment Due Date 01/05/02	Other Payments Due on Same Date of Each Month. \$ 29.65	Final Payment Due Date 12/05/03	Amount of First Payment \$ 102.13	Amount of Balloon Payment \$ NONE	Amount of Monthly Payment \$ 90.00	Total Number of Payments 24	Term of Loan in Months 24	
ITEMIZATION OF AMOUNT FINANCED									
1.\$NONE	Premium to Life Insurance Co. (Joint Coverage) 7. Appraiser for Appraisal Fee \$NONE PAID TO _____								
2.\$ 29.65	Premium to Life Insurance Co. (Single Coverage) 8. Title Exam Fee/Title Insurance \$NONE PAID TO _____								
3.\$ 97.20	Premium to Disability Insurance Co. 9. Taxes Paid to Gov't. Agency \$NONE _____								
4.\$NONE	Premium to Property Insurance Co. \$NONE 10. Abstract Fee \$NONE PAID TO _____								
5.\$NONE	Paid to Public Officials for Certificate of Title Fees 11. Attorney Fee \$NONE PAID TO _____								
6.\$NONE	Paid to Public Officials for Recording and Releasing Fees 12. Paid on Prior Account with Lender \$ 1483.13								
	13. Amount Paid to you or on your behalf itemized below → \$ 55.84 \$ _____ TO _____								
20.74 % Agreed Rate of Charge									
A.\$ 90.00	Prepaid Finance Charge Interest Surcharge Prepaid Finance Charge (Points)								
B.\$NONE	Prepaid Finance Charge (Mortgage Recording Tax)								
C.\$NONE	Prepaid FINANCE CHARGE Broker Fee								
D.\$NONE	(Paid to E.\$ 416.31 Interest)								
18.\$ 1755.82	Principal Amount of Loan \$55.84 YOU								

PARTIES: "You" means each and all of those who signed this Note and Security Agreement ("Agreement") as a Borrower. If there is more than one Borrower, each is liable for the entire obligation ("joint and several liability"). The word "we", "us" and "our" mean Lender.

PROMISE TO PAY: You agree and promise to pay the original Principal Amount of Loan (Amount Financed plus any Interest Surcharge, Prepaid Finance Charges which includes Interest Surcharge, Points, Brokers Fee and Mortgage Recording Tax) together with interest on the unpaid balances at the Agreed Rate of Charge set forth. The total of the original Principal Amount of Loan and such scheduled interest is to be repaid in monthly installments. The Finance Charge will be less if you make payments ahead of schedule, and greater if you make payments later than scheduled. You may prepay this loan in full or in part at any time without penalty. Partial prepayment will not defer or delay your obligation to pay remaining installments.

TIME OF REPAYMENT: The first payment shall be due on the First Payment Due Date indicated and the following payments shall be due on the same day of each succeeding month to and including the Final Payment Due Date.

INTEREST SURCHARGE: An interest surcharge of 6% of the first \$2,000 of the Amount Financed may be charged to you by us. If your loan is prepaid in full by any means within 90 days of the date of your loan, you will receive a pro rata refund or credit of the interest surcharge except that in such event, we can retain an amount of no less than \$25. After 90 days, the interest surcharge is fully earned by us. No refund of the interest surcharge will be made except as stated in this provision.

LATE CHARGE: If any payment is more than 10 days late, you will pay 5% of the unpaid amount of the payment, but not less than \$10.00 and not more than \$100.00.

REQUIRED INSURANCE: You agree to maintain insurance against all hazards and risks of physical damage on the collateral securing this loan (other than household goods) and name us as loss payee. You agree to maintain such insurance for the term of the loan. You may obtain the required insurance from any agent or insurer of your choice, or you may use any existing policy you own. Unless you provide us with evidence of the required insurance coverage, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

CREDIT INSURANCE: If you voluntarily request credit life or disability insurance, you acknowledge disclosure of the cost of such insurance and authorize us to include it in the balance payable under the note and security agreement.

You understand that credit insurance is not required in connection with this loan and was not a factor in the approval of the extension of credit, and that you may obtain such insurance, if you want it, from any person you choose. If you have chosen to obtain credit insurance through Lender, then (a) your choice to obtain such credit insurance through Lender is indicated on a separately signed Federal Disclosure Statement, a copy of which has been given to you and (b) the cost of such credit insurance is included within the Amount Financed and is shown on the Itemization of Amount Financed.

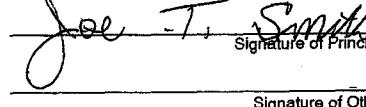
NOTE: This Agreement contains multiple pages that include important information about your loan.

BY SIGNING BELOW, YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS IN THIS DOCUMENT, INCLUDING THE ARBITRATION PROVISIONS THAT PROVIDE, AMONG OTHER THINGS, THAT EITHER YOU OR LENDER MAY REQUIRE THAT CERTAIN DISPUTES BETWEEN YOU AND LENDER BE SUBMITTED TO BINDING ARBITRATION. IF YOU OR LENDER ELECTS TO USE ARBITRATION, BOTH YOU AND LENDER WILL HAVE WAIVED YOUR AND LENDER'S RIGHT TO A TRIAL BY A JURY OR JUDGE, THE DISPUTE WILL BE DECIDED BY AN ARBITRATOR AND THE DECISION OF THE ARBITRATOR WILL BE FINAL. ARBITRATION WILL BE CONDUCTED PURSUANT TO THE RULES OF THE NATIONAL ARBITRATION FORUM.

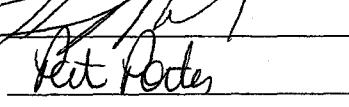
COPY RECEIVED: You acknowledge receipt of a completely filled in copy of this Agreement and the Federal Disclosure Statement on a separate sheet.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Witness:

 Signature of Principal Borrower

Witness:

 Signature of Other Borrower

**AMERICAN
GENERAL
FINANCE**

ACCOUNT NUMBER 7511142		FEDERAL DISCLOSURE STATEMENT						
BORROWER(S) NAME AND ADDRESS JOE T SMITH PO BOX 402 UNION SPRINGS, AL 36089			LICENSED OFFICE: (LENDER) AMERICAN GENERAL FINANCE, INC. 2723 EASTERN BYP MONTGOMERY, AL 36117-1594					
			American General Finance, Inc. Twin Oaks Village 2723 Eastern ByPass Montgomery, AL 36117-1594 (Phone: 334 - 273-4011) (Fax: 334 - 244-2937)					
Date of Loan 11/23/01	First Payment Due Date 01/05/02	Other Payments Due on Same Date of Each Month	Final Payment Due Date 12/05/03	Amount of First Payment \$ 102.13	Amount of Balloon Payment \$ NONE	Amount of Monthly Payment \$ 90.00	Total Number of Payments 24	Term of Loan in Months 24
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate 26.14 %		FINANCE CHARGE The dollar amount the credit will cost you \$ 506.31		AMOUNT FINANCED The amount of credit provided to you or on your behalf \$ 1665.82		TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled \$ 2172.13		

LATE CHARGE: If any payment is more than 10 days late, you will pay 5% of the unpaid amount of the payment, but not less than \$10.00 and not more than \$100.00.

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

SECURITY: You are giving a security interest in:

The goods or property being purchased. Motor Vehicle
 Other 1 37" SONY TV, 1 25" RCA TV, 1 SONY VCR

You are giving a security interest in your Real Estate located at
 The previous Mortgage/Deed of Trust is being retained as security on your loan.

ASSUMPTION: Someone buying your house may not assume the remainder of the Mortgage on the original terms.

INSURANCE: Credit life and/or credit disability insurance are not required to obtain a loan and will not be provided unless you sign and agree to pay the additional cost. You understand that we and/or our insurance affiliates anticipate a benefit and/or a profit from the sale of insurance, and you consent thereto if you select such insurance. If a rescission period applies, there is no credit life insurance coverage during the three day rescission period.

Type	Premium	Signature(s)
Single Decreasing Credit Life and Single Credit Disability	\$ 126.85	I want single decreasing credit life and single credit disability insurance. Signature(s): <i>Joe T. Smith</i> First Named Borrower
		Second Named Borrower

You hereby certify that you are employed at least 30 hours per week.

Joe T. Smith Insured-Single Disability

CREDIT LIFE AND/OR DISABILITY INSURANCE CANCELLATION OPTION

CREDIT LIFE AND/OR DISABILITY CANCELLATION: If you desire to do so, you may, without penalty or obligation, within 30 days from the Date of Loan set forth above, cancel the credit life and/or disability insurance coverage by returning the credit life and disability insurance certificate received in connection with this loan to the office where the loan was made. Upon cancellation, a full rebate of the insurance premiums paid for this coverage will be made. You may also cancel such policy after 30 days, however, you will only be entitled to a refund of the unearned premium.

PERSONAL PROPERTY INSURANCE DISCLOSURE

You are required to maintain property insurance on personal property securing this loan other than household goods. You may obtain such insurance from anyone you want, or provide it through an existing policy with loss payable to us.

You are not required to purchase property insurance on your household goods to secure this loan. If you choose to have such insurance, you may obtain the insurance from anyone you want. You should consider any homeowner's or other insurance which you may already have when deciding to purchase insurance with this loan. If you purchase property insurance through us which covers the collateral which secures your loan other than a motor vehicle, you will have 30 days from the date of purchase to cancel the insurance and receive a full refund of the premium. A portion of the premium will be retained by the insurer if cancellation occurs more than 30 days from the date of the loan. To cancel you must return your policy/certificate or make a written request to this office.

If you obtain property insurance from or through us which covers the collateral which secures your loan other than a motor vehicle, it will be for a term of 0 months and you will pay \$NONE. You also understand that we and/or our insurance affiliates anticipate a benefit and/or a profit from your purchase of insurance.

You want property insurance

OK _____ Signature

OK _____ Signature

See the contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties if any.

You have received a copy of this Federal Disclosure Statement.

Joe T. Smith *11/23/00*
First Named Borrower Date

Second Named Borrower (if Applicable)

MGBY.4976.0023

INSURANCE DISCLOSURE SUMMARY



Borrower Name: JOE T SMITH		
Borrower Address (Street, City, State, Zip): PO BOX 402 UNION SPRINGS, AL 36089		
Branch Number: 1715	Loan Number: 7511142	Date: 11/23/01

I WANT TO PURCHASE THE INSURANCE NOTED BELOW AND HAVE THE INSURANCE PREMIUM FINANCED AS PART OF MY LOAN. I FULLY UNDERSTAND THAT I DO NOT HAVE TO PURCHASE ANY OF THE FOLLOWING INSURANCE TO GET MY LOAN.

INSURANCE PRODUCT	INSURED(S)	PREMIUM
Credit Life	JOE T SMITH	\$ 29.65
Credit Disability	JOE T SMITH	\$ 97.20
Credit Personal Property		\$ NONE
		\$
		\$
		\$
		\$
		\$
		\$
		\$

I understand that if I later decide that I do not want any or all of the insurance, I can cancel coverage by returning the certificate/policy to the office where the loan was made and request a refund of any unearned premium.

Please read your policy/certificate for applicable benefits, restrictions and limitations.

INSURANCE SALESPERSON:

 (Signature)
 10013632
 (License Number)

BORROWER:

 (Signature)

CO-BORROWER:

(Signature)

Insurance Salesperson must sign in the presence of the Borrower and must personally explain the insurance coverage to the Borrower.

Policy Services - Insurance Operations

American General Finance, Inc.

601 NW 2nd Street, P.O. Box 159

Evansville, IN 47701-0159

MGBY.4976.0048

Telephone: 1-800-325-2147 Telefax: (800) 350-9306

NOTE AND SECURITY AGREEMENT

**AMERICAN
GENERAL
FINANCE**

ACCOUNT NUMBER 7511142	TYPE E	DATE FINANCE CHARGE BEGINS TO ACCRUE IF DIFFERENT FROM DATE OF NOTE
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BORROWER(S) NAME AND ADDRESS

**JOE T SMITH
25350 HWY 80 EAST
UNION SPRINGS, AL 36089**

PAYEE (LENDER)
**AMERICAN GENERAL FINANCE, INC.
TWIN OAKS VILLAGE
MONTGOMERY, AL 36117-1594**

COP

Date of Note	First Payment Due Date	Other Payments Due on Same Date of Each Month.	Final Payment Due Date	Amount of First Payment	Amount of Balloon Payment	Amount of Monthly Payment	Total Number of Payments	Term of Loan in Months
06/28/01	08/05/01		01/05/03	\$ 80.06	\$ NONE	\$ 75.00	18	18

ITEMIZATION OF AMOUNT FINANCED

1.\$NONE	Premium to Life Insurance Co. (Joint Coverage)	7. Appraiser for Appraisal Fee	\$NONE	PAID TO
2.\$ 14.69	Premium to Life Insurance Co. (Single Coverage)	8. Title Exam Fee/Title Insurance	\$NONE	PAID TO
3.\$ 54.00	Premium to Disability Insurance Co.	9. Taxes Paid to Gov't. Agency	\$NONE	
4.\$NONE	Premium to Property Insurance Co.	10. Abstract Fee	\$NONE	PAID TO
5.\$NONE	Paid to Public Officials for Certificate of Title Fees	11. Attorney Fee	\$NONE	PAID TO
6.\$ 16.80	Paid to Public Officials for Recording and Releasing Fees	12. Paid on Prior Account with Lender	\$NONE	
		13. Amount Paid to you or on your behalf itemized below	\$ 987.20	

23.00 % Agreed Rate of Charge

A.\$ 60.00	Prepaid Finance Charge	\$
B.\$NONE	Interest Surcharge	\$
C.\$NONE	Prepaid Finance Charge (Points)	\$
D.\$NONE	Prepaid Finance Charge (Mortgage Recording Tax)	\$
	(Paid to)	\$
E.\$ 222.37	Interest	\$

18. \$ **1132.69** Principal Amount of Loan $(14 + 15A + 15B + 15C + 15D)$ \$ **987.20** YOU

PARTIES: "You" means each and all of those who signed this Note and Security Agreement ("Agreement") as a Borrower. If there is more than one Borrower, each is liable for the entire obligation ("joint and several liability"). The word "we", "us" and "our" mean Lender.

PROMISE TO PAY: You agree and promise to pay the original Principal Amount of Loan (Amount Financed plus any Interest Surcharge, Prepaid Finance Charges which includes Interest Surcharge, Points, Brokers Fee and Mortgage Recording Tax) together with interest on the unpaid balances at the Agreed Rate of Charge set forth. The total of the original Principal Amount of Loan and such scheduled interest is to be repaid in monthly installments. The Finance Charge will be less if you make payments ahead of schedule, and greater if you make payments later than scheduled. You may prepay this loan in full or in part at any time without penalty. Partial prepayment will not defer or delay your obligation to pay remaining installments.

TIME OF REPAYMENT: The first payment shall be due on the First Payment Due Date indicated and the following payments shall be due on the same day of each succeeding month to and including the Final Payment Due Date.

INTEREST SURCHARGE: An interest surcharge of 6% of the first \$2,000 of the Amount Financed may be charged to you by us. If your loan is prepaid in full by any means within 90 days of the date of your loan, you will receive a pro rata refund or credit of the interest surcharge except that in such event, we can retain an amount of no less than \$25. After 90 days, the interest surcharge is fully earned by us. No refund of the interest surcharge will be made except as stated in this provision.

LATE CHARGE: If any payment is more than 10 days late, you will pay 5% of the unpaid amount of the payment, but not less than \$10.00 and not more than \$100.00.

REQUIRED INSURANCE: You agree to maintain insurance against all hazards and risks of physical damage on the collateral securing this loan (other than household goods) and name us as loss payee. You agree to maintain such insurance for the term of the loan. You may obtain the required insurance from any agent or insurer of your choice, or you may use any existing policy you own. Unless you provide us with evidence of the required insurance coverage, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

CREDIT INSURANCE: If you voluntarily request credit life or disability insurance, you acknowledge disclosure of the cost of such insurance and authorize us to include it in the balance payable under the note and security agreement.

You understand that credit insurance is not required in connection with this loan and was not a factor in the approval of the extension of credit, and that you may obtain such insurance, if you want it, from any person you choose. If you have chosen to obtain credit insurance through Lender, then (a) your choice to obtain such credit insurance through Lender is indicated on a separately signed Federal Disclosure Statement, a copy of which has been given to you and (b) the cost of such credit insurance is included within the Amount Financed and is shown on the Itemization of Amount Financed.

NOTE: This Agreement contains multiple pages that include important information about your loan.

BY SIGNING BELOW, YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS IN THIS DOCUMENT, INCLUDING THE ARBITRATION PROVISIONS THAT PROVIDE, AMONG OTHER THINGS, THAT EITHER YOU OR LENDER MAY REQUIRE THAT CERTAIN DISPUTES BETWEEN YOU AND LENDER BE SUBMITTED TO BINDING ARBITRATION. IF YOU OR LENDER ELECTS TO USE ARBITRATION, BOTH YOU AND LENDER WILL HAVE WAIVED YOUR AND LENDER'S RIGHT TO A TRIAL BY A JURY OR JUDGE, THE DISPUTE WILL BE DECIDED BY AN ARBITRATOR AND THE DECISION OF THE ARBITRATOR WILL BE FINAL. ARBITRATION WILL BE CONDUCTED PURSUANT TO THE RULES OF THE NATIONAL ARBITRATION FORUM.

COPY You acknowledge receipt of a completely filled in copy of this Agreement and the Federal Disclosure Statement on a separate **RECEIVED:** sheet.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Witness

Joe T. Smith
Signature of Principal Borrower

Witness

Signature of Other Borrower

**AMERICAN
GENERAL
FINANCE**

ACCOUNT NUMBER 7511142

FEDERAL DISCLOSURE STATEMENT

BORROWER(S) NAME AND ADDRESS JOE T SMITH 25350 HWY 80 EAST UNION SPRINGS, AL 36089			LICENSED OFFICE: (LENDER) AMERICAN GENERAL FINANCE, INC. TWIN OAKS VILLAGE MONTGOMERY, AL 36117-1594					
Date of Loan	First Payment Due Date	Other Payments Due on Same Date of Each Month	Final Payment Due Date	Amount of First Payment	Amount of Balloon Payment	Amount of Monthly Payment	Total Number of Payments	Term of Loan in Months
06/28/01	08/05/01		01/05/03	\$ 80.06	\$ NONE	\$ 75.00	18	18
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate 30.32 %		FINANCE CHARGE The dollar amount the credit will cost you \$ 282.37		AMOUNT FINANCED The amount of credit provided to you or on your behalf \$ 1072.69		TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled \$ 1355.06		

LATE CHARGE: If any payment is more than 10 days late, you will pay 5% of the unpaid amount of the payment, but not less than \$10.00 and not more than \$100.00.

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

SECURITY: You are giving a security interest in:

The goods or property being purchased. Motor Vehicle
 Other **1 38" SONY TV, 1 25" RCA TV, 1 SONY VCR**

You are giving a security interest in your Real Estate located at
 The previous Mortgage/Deed of Trust is being retained as security on your loan.

ASSUMPTION: Someone buying your house may not assume the remainder of the Mortgage on the original terms.

INSURANCE: Credit life and/or credit disability insurance are not required to obtain a loan and will not be provided unless you sign and agree to pay the additional cost. You understand that we and/or our insurance affiliates anticipate a benefit and/or a profit from the sale of insurance, and you consent thereto if you select such insurance. If a rescission period applies, there is no credit life insurance coverage during the three day rescission period.

Type	Premium	Signature(s)
Single Decreasing Credit Life and Single Credit Disability	\$ 68.69	I want single decreasing credit life and single credit disability insurance. Signature(s): <i>Joe T. Smith</i> First Named Borrower
		Second Named Borrower

You hereby certify that you are employed at least 30 hours per week. *Joe T. Smith* Insured-Single Disability

CREDIT LIFE AND/OR DISABILITY INSURANCE CANCELLATION OPTION

CREDIT LIFE AND/OR DISABILITY CANCELLATION: If you desire to do so, you may, without penalty or obligation, within 30 days from the Date of Loan set forth above, cancel the credit life and/or disability insurance coverage by returning the credit life and disability insurance certificate received in connection with this loan to the office where the loan was made. Upon cancellation, a full rebate of the insurance premiums paid for this coverage will be made. You may also cancel such policy after 30 days, however, you will only be entitled to a refund of the unearned premium.

PERSONAL PROPERTY INSURANCE DISCLOSURE

You are required to maintain property insurance on personal property securing this loan other than household goods. You may obtain such insurance from anyone you want, or provide it through an existing policy with loss payable to us.

You are not required to purchase property insurance on your household goods to secure this loan. If you choose to have such insurance, you may obtain the insurance from anyone you want. You should consider any homeowner's or other insurance which you may already have when deciding to purchase insurance with this loan. If you purchase property insurance through us which covers the collateral which secures your loan other than a motor vehicle, you will have 30 days from the date of purchase to cancel the insurance and receive a full refund of the premium. A portion of the premium will be retained by the insurer if cancellation occurs more than 30 days from the date of the loan. To cancel you must return your policy/certificate or make a written request to this office.

If you obtain property insurance from or through us which covers the collateral which secures your loan other than a motor vehicle, it will be for a term of 0 months and you will pay \$NONE. You also understand that we and/or our insurance affiliates anticipate a benefit and/or a profit from your purchase of insurance.

You want property insurance

E. Ollie _____ Signature

_____ Signature

See the contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties if any.

You have received a copy of this Federal Disclosure Statement.

Joe T. Smith _____
First Named Borrower

6/18/01 _____
Date

Second Named Borrower (if Applicable)

Date

MGBY.4976.0051